

Basic Telephone Service License

Salient features – Roll out obligation:

9.3 (a) The LICENSEE undertakes to fulfill the following minimum network roll out obligations:

Phase	Time period for completion from EFFECTIVE DATE of LICENCE AGREEMENT	Cumulative % of coverage in terms of Point of Presence to be achieved at SDCA level at the end of each phase	% of performance guarantee that can be released on fulfillment of obligations shown under column 3
1	2	3	4
I	2 Years	15%	--
II	3 Years	40%	20%
III	5 Years	80%	30%
IV	7 Years	100%	50%

9.3 (b) Each phase specified above shall be taken as an independent obligation unconnected with another. Any shortfall below the percentage of network coverage in Phase II, III & IV will result in encashment & forfeiture of the PBG relating to that phase. There will be no carry forward of the unfulfilled network obligation from one phase to another. However, coverage beyond 80% SDCAs in a SERVICE AREA may be done jointly with an other LICENSEE excluding BSNL/MTNL.

Provided always, it will be the obligation of all LICENSEEs to ensure coverage of 100% SDCAs and bank guarantees after 4th phase will be released only after ensuring fulfillment of this condition. The decision of the LICENSOR on roll out obligation shall be final and binding. The category-wise names of SHORT DISTANCE CHARGING AREA s (SDCAs) to be covered in each of the 4 phases, as network rollout obligations of the LICENSEE, are given in **ANNEXURE- II** (as provided by the LICENSEE).

9.3 (c) The roll out obligations specify the list of SDCAs category-wise in terms of (a) rural; (b) semi urban; & (c) urban, and LICENSEE has to fully ensure that each of the named categories is covered in equal proportion during each phase of the roll out obligations.

Provided always that LICENSOR may modify the list of SDCAs and their category on the basis of reorganization/ bifurcations of States/SDCAs/ Districts etc.

9.4 POINT OF PRESENCE (hereinafter called POP) is switching and transmission systems of adequate capacity to be provided by the LICENSEE at SDCA level, so as to provide services of prescribed quality and grade as stipulated in QUALITY OF SERVICE regulation of TRAI, in a non-discriminatory manner.

Cellular Mobile Telephone Service License

Salient features :

8. Delivery of Service

8.1 The LICENSEE shall commission the Applicable Systems within one year from the effective date of the Licence. The date of Test Certificate issued by Telecom Engineering Centre of DOT will be reckoned as the date of commissioning the service for the purpose of calculating liquidated damage charges in terms of Condition 37 Part V. However, the licensee may start providing service to customers at any time without the need of specific approval of the Licensor.

29. Quality of Performance:

29.1 The LICENSEE shall ensure the Quality of Service (QoS) as prescribed by the LICENSOR or TRAI. The LICENSEE shall adhere to such QoS standards and provide timely information as required therein.

29.2 The LICENSEE shall be responsible for: -

- i) Maintaining the performance and quality of service standards.
- ii) Maintaining the MTTR (Mean Time To Restore) within the specified limits of the quality of service as given below in respect of normal failures excluding catastrophes:

a) 90% of faults resulting due to subscriber's complaints should be rectified within 24 hours and 99% within 3 Calendar days.

b) The Licensee will keep a record of number of faults and rectification reports in respect of the service, which will be produced before the LICENSOR/TRAI as and when and in whatever form desired.

29.3 The Licensee shall be responsive to the complaints lodged by his subscribers. He shall rectify the anomalies within the MTTR specified and maintain the history sheets for each installation, statistics and analysis on the overall maintenance status.

29.4 The LICENSOR or TRAI shall carry out performance tests on Licensee's network and also evaluate Quality of Service parameters in licensee's network prior to grant of permission for commercial launch of the service after successful completion of interconnection tests and/or at any time during the currency of the Licence to ascertain that the network meets the specified standards on Quality Of

Service (QOS). The licensee shall provide ingress and other support including instruments, equipment etc., for such tests.

30. Emergency and Public Utility Services:

30.1 Licensee shall independently provide all emergency and public utility services to its subscribers, including directory information services with names and address of subscribers.

36. Coverage Criteria:

36.1 The LICENSEE shall endeavour to cover the entire Service Area at an early date and notify on quarterly basis the areas not covered by the licensee's System. In Metros, 90% of the service area shall be covered within one year of the effective date. In Telecom Circles, atleast 10% of the District Headquarters (DHQs) will be covered in the first year and 50% of the District Headquarters will be covered within three years of effective date of Licence. The licensee shall also be permitted to cover any other town in a District in lieu of the District Headquarters. Coverage of a DHQ/town would mean that at least 90% of the area bounded by the Municipal limits should get the required street as well as in-building coverage. The District Headquarters shall be taken as on the effective date of Licence. The choice of District Headquarters/towns to be covered and further expansion beyond 50% District Headquarters/towns shall lie with the Licensee depending on their business decision. There is no requirement of mandatory coverage of rural areas.

37. Liquidated damages:

37.1 The time period of delivery of the Service stipulated in this Licence shall be deemed as the essence of the contract and the service must be brought into commission not later than such specified time period. No extension in delivery date will be granted. If the Service is brought into commission after the expiry of the due date of commissioning, without prior written concurrence of the licensor and is accepted, such commissioning will entail recovery of Liquidated Damages (LD) under this Condition. Provided further that if the commissioning of service is effected within 15 calendar days of the expiry of the due commissioning date then the Licensor shall accept the services without levy of LD charges.

37.2 In case the Licensee fails to bring the Service or any part thereof into commission (i.e., fails to deliver the service or to meet the required coverage criteria) within the period prescribed for the commissioning, the Licensor shall be entitled to recover Rs. 5 Lakh (Rupees: Five Lakhs) for each week of the delay or part thereof, subject to maximum Rs. 100 Lakhs (Rupees: One Hundred Lakhs). For delay of more than 20 weeks the Licence shall be terminated under the terms and conditions of the Licence agreement. The week shall mean 7 Calendar

days from (from midnight) Monday to Sunday; both days inclusive and any extra day shall be counted as full week for the purposes of recovery of liquidated damages.

Unified Access Services License

Salient features :

8. Delivery of Service

8.1 The LICENSEE shall commission the Applicable Systems within one year from the effective date of the Licence. The date of Test Certificate issued by Telecom Engineering Centre of DOT will be reckoned as the date of commissioning the service for the purpose of calculating liquidated damage charges in terms of Condition 35 Part V. However, the LICENSEE may start providing service to customers at any time without the need of specific approval of the Licensor.

28 Quality of Performance:

28.1 The LICENSEE shall ensure the Quality of Service (QoS) as prescribed by the LICENSOR or TRAI. The LICENSEE shall adhere to such QoS standards and provide timely information as required therein.

28.2 The LICENSEE shall be responsible for: -

- i) Maintaining the performance and quality of service standards.
- ii) Maintaining the MTTR (Mean Time To Restore) within the specified limits of the quality of service.
- iii) The LICENSEE will keep a record of number of faults and rectification reports in respect of the service, which will be produced before the LICENSOR/TRAI as and when and in whatever form desired.

28.3 The LICENSEE shall be responsive to the complaints lodged by his subscribers. The Licensee shall rectify the anomalies within the MTTR specified and maintain the history sheets for each installation, statistics and analysis on the overall maintenance status.

28.4 The LICENSOR or TRAI may carry out performance tests on LICENSEE's network and also evaluate Quality of Service parameters in LICENSEE's network prior to grant of permission for commercial launch of the service after successful completion of interconnection tests and/ or at any time during the currency of the Licence to ascertain that the network meets the specified standards on Quality Of Service (QOS). The LICENSEE shall provide ingress and other support including instruments, equipment etc., for such tests.

28.5 The LICENSEE shall enforce and ensure QOS, as prescribed by the LICENSOR/TRAI, from the INFRASTRUCTURE PROVIDER (s) with whom it may enter into agreement / contract for leasing / hiring / buying or any such instrument for provision of infrastructure or provision of bandwidth. The responsibility of ensuring QOS shall be that of LICENSEE.

29. Emergency and Public Utility Services:

29.1 The licensee shall provide independently or through mutually agreed commercial arrangements with other Service Providers all public utility services including TOLL FREE services such as police, fire, ambulance, railways/road/air accident enquiry, police control, disaster management etc. While providing emergency services such as police, fire, ambulance etc. it shall be ensured that such calls originated shall be delivered to the control room of the concerned authority for the area from where call is originated.

34. Roll-out Obligations :

34.1 LICENSEE shall be solely responsible for installation, networking and operation of necessary equipment and systems for provision of SERVICE, treatment of SUBSCRIBER complaints, issue of bills to its subscribers, collection of its component of revenue, attending to claims and damages arising out of his operations.

34.2 LICENSEE shall ensure that

- (i) Atleast 10% of the District Headquarters (DHQs) will be covered in the first year and 50% of the District Headquarters will be covered within three years of effective date of Licence.
- (ii) The licensee shall also be permitted to cover any other town in a District in lieu of the District Headquarters.
- (iii) Coverage of a DHQ/town would mean that at least 90% of the area bounded by the Municipal limits should get the required street as well as in-building coverage.
- (iv) The District Headquarters shall be taken as on the effective date of Licence.
- (v) The choice of District Headquarters/towns to be covered and further expansion beyond 50% District Headquarters/towns shall lie with the Licensee depending on their business decision.

(vi) There is no requirement of mandatory coverage of rural areas.

35. Liquidated damages:

35.1 The time period for provision of the Service stipulated in this Licence shall be deemed as the essence of the contract and the service must be brought into commission not later than such specified time period. No extension in prescribed due date will be granted. If the Service is brought into commission after the expiry of the due date of commissioning, without prior written concurrence of the licensor and is accepted, such commissioning will entail recovery of Liquidated Damages (LD) under this Condition. Provided further that if the commissioning of service is effected within 15 calendar days of the expiry of the due commissioning date then the Licensor shall accept the services without levy of LD charges.

35.2 In case the LICENSEE fails to bring the Service or any part thereof into commission (i.e., fails to deliver the service or to meet the required coverage criteria/ network roll out obligations) within the period prescribed for the commissioning, the Licensor shall be entitled to recover LD charges @ Rs. 5 Lakh (Rupees: Five Lakhs) per week for first 13 weeks; @ Rs 10 lakhs for the next 13 weeks and thereafter @ Rs. 20 lakhs for 26 weeks subject to a maximum of Rs. 7.00 crores. Part of the week is to be considered as a full week for the purpose of calculating the LD charges. For delay of more than 52 weeks the Licence may be terminated under the terms and conditions of the Licence agreement. The week shall mean 7 Calendar days from (from midnight) Monday to Sunday; both days inclusive and any extra day shall be counted as full week for the purposes of recovery of liquidated damages.

10. Suspension, revocation or Termination of Licence.

10.1 The LICENSOR reserves the right to suspend the operation of this LICENCE in whole or in part, at any time, if, in the opinion of the LICENSOR, it is necessary or expedient to do so in public interest or in the interest of the security of the State or for the proper conduct of the TELEGRAPH. Licence Fee payable to the LICENSOR will not be required to be paid for the period for which the operation of this LICENCE remains suspended in whole. If situation so warrant, it shall not be necessary for Licensor to issue a notice for seeking comments of the LICENSEE for this purpose and the decision of the Licensor shall be final and binding.

Provided that the LICENSOR shall not be responsible for any damage or loss caused or arisen out of aforesaid action. Provided further that the

suspension of the LICENCE will not be a cause or ground for extension of the period of the LICENCE and suspension period will be taken as period spent.

10.2(i) The LICENSOR may, without prejudice to any other remedy available for the breach of any conditions of LICENCE, by a written notice of 60 Calendar days from the date of issue of such notice to the LICENCEE at its registered office, terminate this LICENCE under any of the following circumstances :

If the LICENSEE:

- a) fails to perform any obligation(s) under the LICENCE including timely payments of fee and other charges due to the LICENSOR;
- b) fails to rectify, within the time prescribed, any defect/deficiency/correction in service/equipment as may be pointed out by the LICENSOR.
- c) goes into liquidation or ordered to be wound up.
- d) is recommended by TRAI for termination of LICENCE for non-compliance of the terms and conditions of the LICENCE.

10.2(ii) The Licensor may also impose a financial penalty not exceeding Rs. 50 crores for violation of terms and conditions of licence agreement This penalty is exclusive of Liquidated Damages as prescribed under clause 35 of this Licence Agreement.

10.3 LICENSEE may surrender the LICENSE, by giving notice of at least 60 Calendar days in advance. In that case it shall also notify all its customer of consequential withdrawal of SERVICE by sending a 30 Calendar days notice to each of them. The LICENSEE shall pay all fees payable by it till the date on which the surrender of the LICENCE becomes effective. The effective date of surrender of Licence will be 60 Calendar days counted from the date of receipt of such notice by the licensor.

10.4 It shall be the responsibility of the LICENSEE to maintain the Quality of Service even during the period when notice for surrender of LICENCE is pending and if the Quality of Service is not maintained during the said notice period, it shall be treated as material breach liable for termination at risk and consequent of the LICENSEE.

10.5 The LICENSOR reserves the right to revoke the LICENCE at any time in the interest of public by giving a notice of 60 Calendar days from the date of issue of such notice.

10.6 The LICENSOR reserves the right to take over the entire services, equipments and networks of the LICENSEE or revoke/terminate/suspend the LICENCE in the interest of public or national security or in the event of national emergency/war or low intensity conflict or similar type of situations. Further the LICENSOR reserves the right to keep any area out of the operation zone of the SERVICE if implications of security so require.

10.7 Breach of non-fulfillment of Licence conditions may come to the notice of the LICENSOR through complaints or as a result of the regular monitoring. Wherever considered appropriate LICENSOR may conduct an inquiry either suo-moto or on complaint to determine whether there has been any breach in compliance of the terms and conditions of the LICENCE by the LICENSEE and upon such inquiry the LICENSEE shall extend all reasonable facilities and shall endeavor to remove the hindrance of every type.

10.8 It shall be the responsibility of the LICENSEE to maintain the Quality of Service, even during the period when the notice for surrender/ termination of LICENCE is pending and if the Quality of Service is not maintained, during the said notice period, it shall be liable to pay damages. The quantum of damages and to whom payable shall be determined by the TRAI. The LICENSEE shall also be liable to pay the Licence Fee till the end of the notice period and more specifically till the date on which the surrender/termination becomes effective.

20. Schedule of payment of ANNUAL LICENCE FEE and other dues:

20.1 For the purposes of the Licence Fee, the 1st year shall end on 31st March following the date of commencement of the Licence Agreement and the Licence fee for the First year shall be determined on a pro-rata basis for the actual duration of the "year". From second year onwards, the year shall be of Twelve English calendar months from 1st of April to the 31st March for payment of Licence Fee.

EXPLANATION: The Licence fee for the last quarter of the first year and last quarter of the last year of the Licence will be computed with reference to the actual number of days after excluding the other quarters, each being of three months.

20.2 Licence Fee shall be payable in four quarterly installments during each financial year (FY). Quarterly installment of licence fee for the first three quarters of a financial year shall be paid within 15 days of the completion of the relevant quarter. This Fee shall be paid by the LICENSEE on the basis of actual revenue (on accrual basis) for the quarter, duly certified with an affidavit by a representative of the LICENSEE, authorized by the Board Resolution coupled with General Power of Attorney. However, for the last quarter of the financial year, the LICENSEE shall pay the Licence Fee by 25th March on the basis of

expected revenue for the quarter, subject to a minimum payment equal to the actual revenue share paid of the previous quarter.

20.3 The LICENSEE shall adjust and pay the difference between the payment made and actual amount duly payable (on accrual basis) for the last quarter of financial year within 15 days of the end of the quarter.

20.4 The quarterly payment shall be made together with a STATEMENT in the prescribed form as **annexure-II**, showing the computation of revenue and Licence fee payable. The aforesaid quarterly STATEMENTS of each year shall be required to be audited by the Auditors (hereinafter called LICENSEE'S Auditors) of the LICENSEE appointed under Section 224 of the Companies' Act, 1956. The report of the Auditor should be in prescribed form as **annexure-II**.

20.5 Any delay in payment of Licence Fee payable, or any other dues payable under the LICENCE beyond the stipulated period will attract interest at a rate which will be 5% above the Prime Lending Rate (PLR) of State Bank of India prevalent on the day the payment became due. The interest shall be compounded monthly and a part of the month shall be reckoned as a full month for the purposes of calculation of interest. A month shall be reckoned as an English calendar month.

20.6 Final adjustment of the Licence fee for the year shall be made based on the gross revenue figures duly certified by the AUDITORS of the LICENSEE in accordance with the provision of Companies' Act, 1956.

20.7 A reconciliation between the figures appearing in the quarterly statements submitted in terms of the clause 20.4 of the agreement with those appearing in annual accounts shall be submitted along with a copy of the published annual accounts audit report and duly audited quarterly statements, within 7 (seven) Calendar days of the date of signing of the audit report. The annual financial account and the statement as prescribed above shall be prepared following the norms as prescribed in **Annexure**.

20.8 In case, the total amount paid as quarterly Licence Fee for the 4 (four) quarters of the financial year, falls short by more than 10% of the payable Licence Fee, it shall attract a penalty of 150% of the entire amount of short payment. However, if such short payment is made good within 60 days from the last day of the financial year, no penalty shall be imposed. This amount of penalty shall be payable within 15 days of the date of signing the audit report on the annual accounts, failing which interest shall be further charged per terms of **Condition 20.5**.

20.9 The Fee/royalty payable towards WPC Charges shall be payable at such time(s) and in such manner as the WPC Wing of the DoT may prescribe from time to time.

National Long Distance Service License

Salient features :

9. DELIVERY OF SERVICE

9.1 The LICENCEE shall intimate the LICENCOR of commencement of SERVICE within 15 days of such commencement.

9.2 The LICENSEE undertake to fulfill the following minimum network roll out obligations:

Phase	Time Period (From the effective date)	Cumulative percentage of National Coverage at the LDCA level where Point of Presence has to be established	Cumulative percentage of Coverage of uneconomic and remote areas
I	2 Years	15	2
II	3 Years	40	4
III	4 Years	80	7
IV	7 Years	100	All

The details of Long Distance Charging Areas (LDCAs) to be covered in each phase including the list of uneconomic and remote areas in the network roll-out of the LICENCEE are given in Annexure-II (to be provided by the LICENCEE) whereas the list of LDCAs is annexed at Annexure –IV and the list of remote and uneconomic areas is also annexed at Annexure-V.

NOTE: Provided always that LICENCOR may modify the list of LDCAs on the basis of reorganization/bifurcations of States/LDCAs/ Districts etc.

ANNEX-IV

MINIMUM NETWORK ROLL OUT OBLIGATIONS FOR NATIONAL LONG DISTANCE OPERATORS FOR ESTABLISHING POINT OF PRESENCE

Phase	Time Period (From the effective date)	Cumulative percentage of National Coverage at the LDCA level where Point of Presence has to be established	Cumulative percentage of Coverage of uneconomic and remote areas
I	2 Years	15	2
II	3 Years	40	4
III	4 Years	80	7
IV	5-7 Years	100	All

Point of Presence (POP): Setting up of switching center and transmission center of appropriate capacity by NLDO at the LDCC level to provide on demand inter-circle long distance services of prescribed quality and grade of service in a non-discriminatory manner.

Amendment vide No. 10-4/2002-BS-I Dated the 18th October, 2002.

“Point of Presence (POP) means a technical arrangement made by the National Long Distance Service Operator (NLDO) under which it can accept out going calls from and deliver terminating calls to the area required to be served from such Point of Presence. It is expected that the switch capacity and bandwidth of the interconnecting link would be dimensioned by NLDO based upon its projections of the traffic to be carried at the POP.”

5. FEES PAYABLE

5.1 The LICENSEE shall pay one time Entry Fee of Rs 100 crores which shall be non-refundable, before the signing of the LICENSE. In addition thereto, four Bank Guarantees (BG) of Rs. 100 crores each shall be given, before signing of the LICENSE, which shall be released on completion of each phase of roll out i.e. fulfilling the network Roll out obligations by establishing Point of Presence in Long Distance Charging Areas (LDCAs) as specified in clause 9.2 of this LICENSE Agreement in the manner described below:

- i. Completion of phase I Rs.100 Crores
- ii. Completion of Phase II Rs.100 Crores
- iii. Completion of Phase III Rs.100 Crores
- iv. Completion of Phase IV Rs.100 Crores

Each phase described above shall be taken as an independent obligation unconnected with other. Any shortfall below the percentage of network coverage - Phase I, II , III & IV will result in encashment & forfeiture of the particular BG relatable to that phase. The decision of the LICENSOR shall be final in this regard.

International Long Distance Service License

Salient features :

7.1 Performance Bank Guarantee for Roll Out obligations

A bank guarantee for Rs. 25.00 crores favouring the licensor guaranteeing due fulfillment of the stipulated roll out conditions in this licence is to be submitted in the prescribed proforma (ANNEXURE-D) before signing the Licence Agreement. The guarantee will be released as soon as the roll out obligations are met. Non-fulfillment of the roll out conditions within prescribed period will result in encashment of the bank guarantee by the Licensor. This will be without any prejudice to any other action which the Licensor may consider appropriate for failure of the LICENSEE to fulfill Licence conditions.

9. DELIVERY OF SERVICE

9.1 LICENSEE shall be solely responsible for installation, networking and operation of necessary equipment and systems for provision of SERVICE, treatment of SUBSCRIBER complaints, issue of bills to its subscribers, collection of its component of revenue, attending to claims and damages arising out of his operations.

9.2 The LICENSEE shall intimate the LICENSOR one month prior to his intention of commencement of service by establishing a POINT OF PRESENCE (POP). However, the exact date of commencement of the service shall be required to be intimated to the LICENSOR within one week from the date of such commencement along with the proof of completion of INTERCONNECTION tests as stipulated in Clause 25 of this AGREEMENT.

9.3 The LICENSEE undertakes to fulfill the following minimum network roll out obligations:

Time period (from the effective date of Licence Agreement)	Establishment of International Gateway Facility (also called POP)	Direct connectivity to International traffic hubs abroad.
3 years	Receipt and Delivery of traffic from/ to all the exchanges in the country is required to be ensured through one or more Gateway Switches having appropriate interconnections with the	Delivery of traffic to all the countries in the World to be ensured through at least four Direct

	NLDOs and meeting the TRAI's QoS Regulations and Network to Network Interface requirements. For this purpose a minimum of four Points Presence (POPs) i.e. one in each Region of the country i.e. Eastern, Western, Northern & Southern will need to be established. There is no bar in setting up of POP in remaining location of Level I TAXs Preferably, these POPs should conform to Open Network Architecture (ONA) i.e. should be based on Internationally accepted standards to ensure seamless working with other Carrier's Network.	Routes i.e one each to North America, Gulf Region, Europe and any one location in South East Asia, Far East and Oceania. It should be ensured that traffic to remaining countries is transited through one of these hubs abroad. It should be possible to terminate traffic to any global destination.
--	--	--

Amendment vide No.10-19/2001-BS.I (Vol.IV) Dated 19th December 2002

9.3 The Licensee undertakes to fulfill the following minimum network roll out obligations:

Time period (from the effective date of Licence Agreement)	Establishment of International Switching Centre(Gateway) Facility	Direct connectivity to International traffic hubs abroad.
3 years	Receipt and Delivery of traffic from/ to all the exchanges in the country is required to be ensured through one or more Gateway Switches having appropriate interconnections with the NLDOs and meeting the TRAI's QoS Regulations and Network to Network Interface requirements. For this purpose a minimum of four International Switching Centres i.e. one in each Region of the country i.e. Eastern, Western, Northern & Southern will need to be established. There is no bar in setting up POPs in remaining locations of Level 1 TAXs. Preferably, these facilities should conform to Open Network Architecture	Delivery of traffic to all the countries in the World to be ensured through at least four Direct Routes i.e one each to North America, Gulf Region, Europe and any one location in South East Asia, Far East and Oceania. It should be ensured that traffic to remaining countries is transited through one of these hubs abroad. It should be possible to terminate traffic to any

	(ONA) i.e. should be based on Internationally accepted standards to ensure seamless working with other Carrier's Network.	global destination.
--	---	---------------------

17.1 It shall be mandatory for all NLD service providers and all ILD Service providers to provide interconnection to each other whereby the subscribers could have a free choice to make international long distance calls through any ILD service provider. International Long Distance traffic should be routed through network of NLD service providers, to the ILD service providers gateways for onward transmission to international networks. However, the access provider shall not refuse to interconnect with the LICENSEE directly in situations where POP of ILD service licensee and Switches of Access Provider's (GMSC/ Transit Switch) are located at the same station of Level -I TAX.

Sr. No. 33 of definition and interpretation, POP is defined as Point of Presence (POP) means a technical arrangement made by International Long Distance Service Operator under which it can accept outgoing calls from and deliver terminating calls to the area required to be served from such POP. It is expected that switch capacity and bandwidth of the interconnecting link would be dimensioned by International Long Distance Operator based upon its projections of the traffic to be carried by POP".